

AG Contract No. KR98 2133TRN  
ADOT ECS File No. JPA 98-162  
Project: Motor Vehicle Maintenance & Repair  
Section: Littlefield

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
MOHAVE COUNTY, ARIZONA

THIS AGREEMENT is entered into 26 October, 1998,  
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the  
STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State")  
and MOHAVE COUNTY, ARIZONA, acting by and through its BOARD OF SUPERVISORS (the  
"County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. The County has a continuing requirement for motor vehicle maintenance and repair (M&R) services at Littlefield, Arizona. The State is capable of providing motor vehicle M&R services to the County at competitive costs at Littlefield located on old Highway 91 at MP8.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

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NO. 22753  
Filed with the Secretary of State  
Date Filed: 10/26/98

Petrey Bayless  
Secretary of State

By Dicky D. Greenwood

## II. SCOPE

### 1. The State will:

a. Appoint DOT personnel with appropriate authority to administer and coordinate the work contemplated herein with the County. Notify the County of business and emergency M&R telephone numbers and locations.

b. Annually provide the County with a price list for routine M&R and preventative maintenance (PM) functions. Perform M&R and PM functions in accordance with the price list. Perform repair activities not covered by the price list at the current DOT fully burdened labor rate for actual time (currently \$32.00 per labor hour). In no event shall DOT invoice the County for repair costs/labor hours which would exceed the "Mitchell Flat Rate" manual. Parts provided by DOT for County M&R or PM will be invoiced at cost plus ten percent.

c. Provide the County M&R and PM services priority whenever possible. In the event of a conflict DOT shop supervisors scheduling decisions shall prevail.

d. No more often than monthly, invoice the County for services provided, supported by individual vehicle work orders, detailing work performed and parts used.

### 2. The County will:

a. Appoint County personnel with appropriate authority to administer and coordinate the work contemplated herein with DOT.

b. Provide DOT common M&R and PM parts, including tires. Provide DOT with electronic data necessary to load master equipment records and points of contact into the DOT data system.

c. Reimburse the DOT within 30 days after receipt of invoices for work performed under this agreement.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until cancelled by either party or other competent authority.

2. This agreement shall become effective upon filing with the Secretary of State.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Equipment Services Administrator  
205 South 17 Avenue, Mail Drop 071R  
Phoenix, AZ 85007

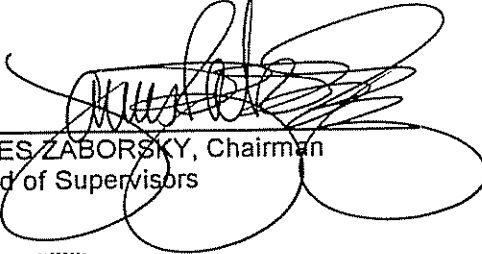
Mohave County  
County Manager  
3675 Highway 66  
Kingman, AZ 86401

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

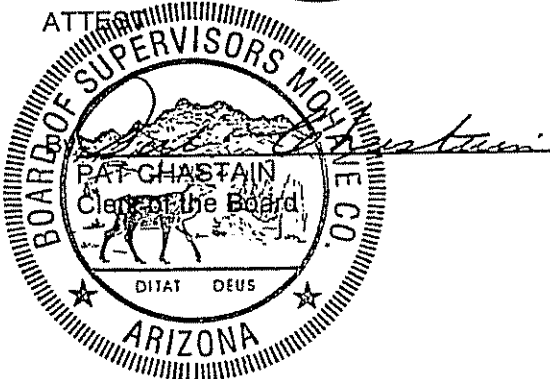
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

MOHAVE COUNTY, ARIZONA

STATE OF ARIZONA  
Department of Transportation

By   
JAMES ZABORSKY, Chairman  
Board of Supervisors

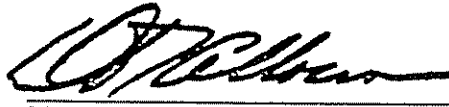
By   
JOSEPH H. O'NEILL, Administrator  
Equipment Services



RESOLUTION

BE IT RESOLVED on this 9th day of September 1998, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with Mohave County for the purpose of defining responsibilities for providing motor vehicle maintenance and repair services to the County.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Equipment Administrator for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID ALLOCCO, Manager  
Engineering Technical Group  
for Mary E. Peters, Director

RESOLUTION No. 98-387

WHEREAS, the Board of Supervisors of Mohave County met in Special Session this 5th day of October 1998, and

WHEREAS, the Mohave County Board of Supervisors has determined that it would be in the best interest of Mohave County to enter into an Intergovernmental Agreement with the Arizona Department of Transportation for the purpose of defining responsibilities for providing motor vehicle maintenance and repair services to the County, and

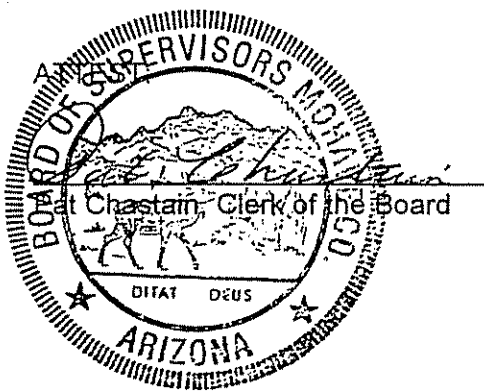
WHEREAS, ARS 11-952 empowers the Board of Supervisors of Mohave County to enter into agreements, and

WHEREAS, James R. Zaborsky, Chairman of the Mohave County Board of Supervisors is hereby authorized to execute the Intergovernmental Agreement and any amendments and/or modifications thereto on behalf of Mohave County.

PASSED, APPROVED AND ADOPTED this 5th day of October 1998

MOHAVE COUNTY BOARD OF SUPERVISORS

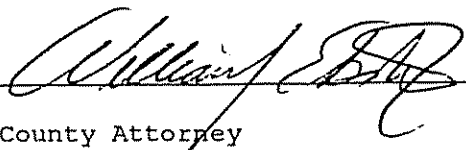
  
James R. Zaborsky, Chairman



APPROVAL OF THE MOHAVE COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and MOHAVE COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 22 day of Sept, 1998.

  
County Attorney

**ARIZONA DEPARTMENT OF TRANSPORTATION  
STATEWIDE FUEL LOCATIONS  
LISTED ALPHABETICALLY  
SEPTEMBER 1, 1998**

**AUTOMATED FUEL SITE**

CITY/TOWN/ LOCATION	STREET/HWY/ROUTE	PUMP NO. FUEL TYPE D=DIESEL U=UNLEADED	HOURS A.M. - P.M. WINTER SUMMER	PHONE NO.
AVONDALE	1702 N. 10TH STREET	133 D/U*	7:00 - 3:30 6:00 - 2:30	255-8898
CAMP VERDE	SR 260, MP 219.5	321 D/U	7:00 - 3:30 6:00 - 4:30	632-7786
CASA GRANDE	I-8, MP 174.9, TREKELL ROAD	214 D/U	7:00 - 3:30 6:30 - 3:00	836-2240
CHAMBERS	I-40, MP 336 (WESTBOUND FRONTAGE ROAD)	404 D 412 U	8:00 - 4:30 6:30 - 5:00	688-2782 OR 688-2229
COLCORD	SR 260, MP 277	373 D/U	7:00 - 3:30 6:00 - 4:30	478-4244
COOLIDGE	672 N. ARIZONA BLVD	213 D/U	7:00 - 3:30 6:00 - 2:30	723-4438
CORDES JUNCTION	JCT I-17 & SR 69, MP 263.0	319 D/U	7:00 - 3:30 6:00 - 4:30	632-7786
DOUGLAS	2100 "A" AVENUE	236 D/U	7:00 - 3:30 6:30 - 3:00	364-3489 OR 364-3480
FISH CREEK	SR 88, MP 226.5	276 D NO UNLEADED	LOCKED CALL ROOSEVELT	467-2282 ROOSEVELT
FLAGSTAFF	5701 RAILHEAD AVE	400 D/U	ALL YEAR 6:30 - 5:30	526-0915
FLYING-V N. OF SALT RV CYN	US 60, MP 306.1 ( WESTBOUND )	414 D/U	24 HOURS CALL AHEAD	537-2333
FORT ROCK	I-40, MP 91.7 ( EASTBOUND )	339 D/U	24 HOURS CALL AHEAD	422-3482
FREDONIA	US 89A, MP 610.9	408 D/U	7:00 - 4:00 7:00 - 3:30	643-7249 OR 643-7380
GANADO	SR 264, MP 445.3 ( EASTBOUND )	440 D/U	8:00 - 4:30 6:00 - 4:30	755-3579
GILA BEND	1300 E. PIMA	303 D/U*	7:00 - 3:30 6:00 - 3:30	255-7269
GLOBE	US 60, MP 253 ( NORTHBOUND )	288 D/U	7:00 - 3:30 6:30 - 3:00	425-3241
GRAY MOUNTAIN	US 89, MP 457.3 ( NORTHBOUND )	403 D/U	ALL YEAR 7:00 - 3:30	679-2311
GREY'S PEAK	US 191, MP 186	232 D NO UNLEADED	ALL YEAR 7:00 - 3:30	687-1411 THREE WAY
HOLBROOK	2407 E. NAVAJO BLVD	402 D 405 U	ALL YEAR 7:00 - 3:30	524-6801

\*OXYGENATED FUEL OCT. 15 - MAR. 31

**ARIZONA DEPARTMENT OF TRANSPORTATION  
STATEWIDE FUEL LOCATIONS  
LISTED ALPHABETICALLY  
SEPTEMBER 1, 1998**



**AUTOMATED FUEL SITE**

CITY/TOWN/ LOCATION	STREET/HWY/ROUTE	PUMP NO. FUEL TYPE D=DIESEL U=UNLEADED	HOURS A.M. - P.M. WINTER SUMMER	PHONE NO.
INDIAN PINE	SR 260, MP 357.7	420 D/U	8:00 - 4:30 7:00 - 3:30	369-3288
KAYENTA	US 163, MP 394.5 ( 1/4 MILE WEST )	432 D/U	7:30 - 4:00 7:00 - 3:30	697-3558
KEAMS CANYON	SR 264, MP 402	443 D/U	8:00 - 4:30 7:00 - 5:30	738-2285 OR 737-2260
KINGMAN	3660 E. ANDY DEVINE	313 D/U	ALL YEAR 7:00 - 3:30	757-5828 OR 757-3443
LITTLE ANTELOPE	I-17, MP 320.5 AND SCHNEBLY HILL RD. ( SOUTHBOUND )	423 D/U	8:00 - 4:30 7:00 - 3:30	286-1260
LITTLEFIELD (BEAVER DAM)	OLD HWY 91, MP 8	411 D/U	ALL YEAR 7:00 - 3:30	679-2311 OR 347-5976
MESA	2409 N. COUNTRY CLUB	115 D/U*	6:30 - 3:00 6:00 - 2:30	255-8112
MESA (SUPERSTITION FWY)	1540 S. RECKER RD	158 D/U*	5:30 - 3:00 5:00 - 2:30	255-6772
NEEDLE MOUNTAIN	N. OF I-40, MP 3, EXIT 2	337 D/U	7:00 - 3:30 6:00 - 2:30	768-4355
NOGALES	1340 N. HOHOKAM DR.	206 D/U	7:00 - 4:30 6:00 - 2:30	287-3771
ORACLE	SR 77, MP 99.9	216 D/U	7:00 - 3:30 6:00 - 2:30	896-9720
PAGE	US 89, MP 551.2	430 D/U	ALL YEAR 7:00 - 3:30	645-2147 OR 645-2412
PARKER	SR 95, MP 143 LOCKED - key at Port of Entry	307 U NO DIESEL	7:00 - 3:30 6:00 - 2:30	927-3611 QUARTZSITE
PARKER CREEK	SR 288, MP 278.3	290 D NO UNLEADED	LOCKED CALL ROOSEVELT	467-2282 ROOSEVELT
PAYSON	200 N. COLCORD	371 D/U	7:00 - 3:30 6:00 - 4:30	472-7231
PHOENIX	2209 W. DURANGO	102 D/U*	7:00 - 4:00 6:00 - 3:00	255-7684
PHOENIX	2501 W. GEORGIA	152 U* NO DIESEL	6:30 - 3:30 6:00 - 3:00	255-8943
PHOENIX	1621 W. JACKSON, ADOT MOTOR POOL. CNG AND M85, (FLEX FUELS ONLY)	150 M85,CNG FLEX FUELS ONLY	ALL YEAR 7:00 - 5:20 See page 4 for details	255-7777

\* OXYGENATED FUEL OCT. 15 - MAR 31



**STATEWIDE FUEL LOCATIONS  
LISTED ALPHABETICALLY  
SEPTEMBER 1, 1998**



**AUTOMATED FUEL SITE**

CITY/TOWN/ LOCATION	STREET/HWY/ROUTE	PUMP NO. FUEL TYPE D=DIESEL U=UNLEADED	HOURS A.M. - P.M. WINTER SUMMER	PHONE NO.
PRESCOTT	1210 E. SHELDON	316 D/U	ALL YEAR 7:00 - 3:30	775-5079 PRESCOTT VALLEY
QUARTZSITE	I-10, MP 18 ( EASTBOUND FRONTAGE RD )	306 D/U	7:00 - 3:30 6:00 - 2:30	927-6311
RIM CAMP	US 89A, MP 390	499 D NO UNLEADED	LOCKED	286-1260 LITTLE ANTELOPE
ROBLES JUNCTION	SR 86, MP 150.1, ( THREE POINTS )	202 D/U	7:30 - 4:00 6:30 - 3:00	822-1031
ROOSEVELT	SR 88, MP 244, LAKEVIEW TR PK	284 D/U	6:30 - 5:00 MON - THUR	467-2282
SAFFORD	US 191, MP 118.8	237 U 249 D	ALL YEAR 7:30 - 4:00	428-2909
ST. DAVID	US 80, MP 300.7	245 D 235 U	7:00 - 3:30 6:30 - 3:00	720-4447 OR 720-4751
ST. JOHNS	US 180, MP 369	441 D 489 U	7:00 - 4:30 7:00 - 3:30	337-4913 OR 337-2322
SELIGMAN	I-40, EXIT 121 (NORTHBOUND)	345 D/U	24 HOURS CALL AHEAD	422-3482
SHOW LOW	200 WEST McNEIL	421 D 497 U	ALL YEAR 7:00 - 3:30	537-2333
SPRINGERVILLE	US 60, MP 388.7	434 D/U	ALL YEAR 7:00 - 3:30	333-5460
SUPERIOR	951 MAIN STREET	270 D/U	ALL YEAR 6:30 - 4:00 MON - THUR & EVERY OTHER FRI	689-2366
TEEC NOS POS	US 160, MP 465.8	435 D/U	7:30 - 4:00 7:00 - 3:30	656-3214 OR 697-3558 OR 656-3268
THREE WAY ( S. OF CLIFTON )	JCT US 191 & SR 75 & SR 78	238 D/U	ALL YEAR 7:00 - 3:30	687-1411 OR 359-2078
TUCSON	1444 W. GRANT ( EQUIPMENT SHOP )	223 D 224 U*	7:00 - 3:30 6:30 - 3:00	628-5700 OR 628-5840
TUCSON	3565 S. BROADMONT ( REGIONAL MVD SERVICE CENTER )	535 U* NO DIESEL	ALL YEAR 8:00 - 5:00	629-7723
TUCSON	633 E. 22ND STREET	222 U* NO DIESEL	7:30 - VARIES CALL AHEAD	628-5601 OR 628-5180 OR 628-5848

\* OXYGENATED FUEL OCT. 15 - MAR. 31

**STATEWIDE FUEL LOCATIONS  
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SEPTEMBER 1, 1998**



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CITY/TOWN/ LOCATION	STREET/HWY/ROUTE	PUMP NO. FUEL TYPE D=DIESEL U=UNLEADED	HOURS A.M. - P.M. WINTER SUMMER	PHONE NO.
WICKENBURG	US 60, MP 111.3	310 D/U*	ALL YEAR 6:00 - 3:00	684-2131 OR 684-5355
WIKIEUP	US 93, MP 123.5	317 D/U	7:00 - 3:30 6:00 - 2:30	765-2312
WILLCOX	709 S. HASKELL	234 D/U	7:00 - 3:00 6:30 - 2:30	384-2388
WILLIAMS	1-40B, MP 166.5	417 D/U	7:00 - 3:30 6:00 - 2:30	635-4301 OR 635-4240 OR 635-4651
WINSLOW	100 ADOT LANE	458 D/U	7:00 - 3:30 WINTER MON-FRI SUMMER CLOSED FRI 3/1 - 10/1	289-2478
YOUNG	SR 288, MP 309.2	283 D NO UNLEADED	LOCKED CALL ROOSEVELT	467-2282 ROOSEVELT
YUMA	2243 GILA RIDGE RD	311 D/U	ALL YEAR 7:00 - 3:30	317-2170 OR 317-2177

\*OXYGENATED FUEL OCT. 15 - MAR. 31

**COMPRESSED NATURAL GAS (CNG) LOCATIONS:**

PHOENIX 1621 W. JACKSON (ADOT MOTOR POOL) 110 C  
PHOENIX 2225 S. 22ND AVE (EQUIP. SERVICES YARD) 105 C

**PROPANE AND UNLEADED AVAILABLE -1522 W. JACKSON (ADOA MOTOR POOL)**  
HOURS - SUMMER 4:00 P.M. TO 7:00 P.M. (OPERATION OZONE)  
WINTER 7:00 A.M TO 5:00 P.M.

TRANSPORTATION SUPPORT SERVICES  
EQUIPMENT SERVICES  
MAP:cjh  
FUEL SERVICES  
255-6523  
258-5193 (FAX)

ALPHA-COUNTY-MA

8/24/98



GRANT WOODS  
ATTORNEY GENERAL

STATE OF ARIZONA  
OFFICE OF THE ATTORNEY GENERAL  
1275 WEST WASHINGTON, PHOENIX 85007-2997

TRN Main: (602) 542-1680  
Direct: (602) 542-8837  
Fax: (602) 542-3646  
MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR98-2133TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE October 16, 1998.

GRANT WOODS  
Attorney General

A handwritten signature in black ink, reading "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:et/16001

Enc.